

PETER J. ROSKAM

6TH DISTRICT, ILLINOIS

CHIEF DEPUTY WHIP

COMMITTEE ON WAYS AND MEANS

SUBCOMMITTEES:

SELECT REVENUE MEASURES

HEALTH



Congress of the United States

House of Representatives

Washington, DC 20515-1306

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March 9, 2012

Capt. John McClain
Director, House Liaison Office
Department of the Navy
B-324 Rayburn House Office Building
US House of Representatives
Washington
DC 20515
Washington, DC 20515

Dear Capt. (b) (6)

My constituent, Mr. (b) (6) has requested my office to make an inquiry regarding possible separation from the Navy.

I would greatly appreciate any information you are able to provide. If you have any further questions or need clarification please contact my staff member, (b) (6) at 630-893-9670. Thank you for your time and attention.

Very truly yours,

Peter J. Roskam
Member of Congress

PJR/AS

Anna
RECEIVED
MAR - 9 2012

Your signature on this document is required for assistance.

Privacy Release Form

Congressman Peter Roskam, 6th Congressional District, IL

(b) (6)
Name _____
Street _____
City _____
Home _____
Date _____
Veteran _____
Military _____

Other numbers identifying my case (if applies) _____

Federal Agency involved United States Navy

Types of benefits I am seeking The Navy follow the terms of my contract, Allow me to Separate

Date and Place claim was filed _____

Information obtained regarding my case may be shared with the following individuals:

Name _____ Relationship _____

Name _____ Relationship _____

Under the Privacy Act of 1974, Federal Agencies are prohibited from releasing any information regarding an individual without written consent. Therefore, I, (b) (6), hereby authorize Congressman Peter J. Roskam and his staff to make inquiries into my records from whoever necessary to receive and share information in my file regarding my inquiry.

Signature (b) (6) _____ Date 3-8-2012

Please mail or fax this completed form, a letter explaining the situation and desired resolution, and copies of any relevant documentation to:

Congressman Peter Roskam
150 South Bloomingdale Road, Suite 200
Bloomingdale, IL 60108
F: (630) 893-9735

Dear Congressman Roskam,

My name is (b) (6). I enlisted in the Navy in November of 2010 with a Navy SEAL contract. While at BUDS, basic underwater demolition SEAL training, I was dropped for performance, and consequently sent to a transition barracks at Naval Air Station, North Island, Coronado, California. While at this transition barracks, TSC, the Navy is in the process of going against my signed Navy contract, and trying to force me against my will, and without any signature or agreement on my part to a ship. This is in direct disregard of my existing contract which states, that any person dropped from BUDS training who did not voluntarily remove themselves, cannot be forced to reclassify to another job in the Navy unless they want to. Because I did not quit the training, but was dropped, it is up to me to choose to pick another job in the Navy. However, I do not wish to pick another job in the Navy, but would rather separate from the Navy. Despite this, the Navy is sending me to a ship as an undesignated seaman against my will. I have gone to Navy legal here at North Island, and they are in agreement with me that the Navy is wrong in doing this. I am hoping that through a congressional inquiry attention will be brought to this wrong and someone higher up the chain of command can correct this. Sooner the better, because I am scheduled to report to this ship on March 16th. Attached is a breakdown of my contract written by Navy lawyers. Thank you for your time.

Very Respectfully,

(b) (6)

There are two perspectives on whether the Navy can involuntarily reclassify a sailor, who through no fault of their own, is no longer eligible for the guaranteed option. The current PERS position espoused by Chief (b) (6) and the deck plate reclassifiers is that the every service member regardless of the guarantees given or the reason the member is no longer eligible can be forced to reclassify and continue naval service. The alternate view exposed by a variety of websites and military legal service providers is that the member may elect to be reclassified, but cannot be forced to reclassify. In such a case according to them, if the Navy did not wish to keep the member around at its option it could discharge the member. Recruiters at different stations offer conflicting interpretations and the discussion board on the Navy-backed "Navyformoms.com" illustrates concern and possible misperceptions that exist surrounding the issue.

Paragraph 1 provides that the "contract has the following guaranteed options." Paragraph 2 dictates that the member must be qualified at all times during service; while paragraphs 3 & 4 describe what will happen in the event that a sailor becomes disqualified not due to their fault (medical) or due to their fault, respectively. The following chart breaks down the provisions of NAVCRUIT 1133/52.

Effect of Disenrollment Due to Fault on Options and Reclassification		
	Paragraph 3	Paragraph 4
Applicability	If member found no longer eligible because of: • Info provided in the enlistment application; • Physical or psychological disqualification; OR • Some reason not due to fault, negligence, or conduct.	If member is: • Not enrolled in guaranteed option due to fault, negligence, or conduct; OR • Disenrolled for any reason not specified in paragraph 3
Member's Options	May choose to be reclassified to another training program (if qualified and vacancy exists) (reclassification is at members discretion not Navy's)	
Guarantee	Member loses eligibility, but doesn't lose the guarantee	Member loses guaranteed option
Reclassification	(since guaranteed option is not lost, the member cannot be involuntarily reclassified)	(since guarantee is lost, member can be reclassified against will)
Navy's Options	Navy may, at its option, discharge. (theoretically, the Navy could also keep the person in the guaranteed option for the duration of the contract)	At Navy's option member may remain subject to continued Naval service, require member to serve the rest of enlistment, or discharge

Most of our clients are medically disqualified SEAL and SWCC candidates that want to transfer to specific rates or be discharged. The typical client usually has a college degree and joined the Navy only to be a SEAL/SWCC. They say their recruiters told them that these "enlistment guarantees" meant that they would have the option of requesting another rate or being discharged if the Navy would not let them participate in the special warfare option that was "guaranteed." Because of the need for undesignated seamen/airmen, the Navy often plans to reclassify these highly educated and skilled sailors to low skill, no training jobs. Many of these sailors feel their skills could be better used elsewhere in the Navy and would prefer discharge if those options are not available.